

HOUSE No. 1326

By Mr. Wallace of Boston, petition of Thomas M. Menino and others relative to the development of a public park on Spectacle Island in Boston Harbor. Environment, Natural Resources and Agriculture.

The Commonwealth of Massachusetts

PETITION OF:

Thomas M. Menino Michael F. Rush
Anthony Petruccelli John A. Hart, Jr.
Brian P. Wallace

In the Year Two Thousand and Five.

AN ACT RELATIVE TO SPECTACLE ISLAND.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. The purpose of this act is to provide for the
2 proper and consistent management of Spectacle Island, a certain
3 parcel of land in Boston Harbor, a portion of which was acquired
4 by the commonwealth of Massachusetts, Department of Environ-
5 mental Management (now the Department of Conservation and
6 Recreation), for the Boston Harbor Islands State Park in accor-
7 dance with chapter 743 of the acts of 1970, and the balance for
8 general municipal purposes by the City of Boston (hereinafter col-
9 lectively the "Owners"), and to create Spectacle Island Park, a
10 public park jointly operated and managed by the Owners.

11 Spectacle Island Park (hereinafter the "Park") is a public open
12 space containing, at mean low water, approximately 121 acres and
13 includes the land of Spectacle Island and any buildings and
14 improvements located thereon. The Park is part of the Boston
15 Harbor Islands National Recreation Area (hereinafter the
16 "National Park Area "), which was established by the federal
17 Omnibus Parks and Public Lands Management Act of 1996,

18 section 1029 of Public Law 104-333, 16 U.S.C. 460kkk, for the
19 benefit of the public (hereinafter the “Federal law, section 1029”).
20 The National Park Area is administered by the Boston Harbor
21 Islands Partnership, which was established by the federal law,
22 section 1029(e), to coordinate the activities of the Federal, State,
23 and local authorities and the private sector in the development of
24 the National Park Area. Establishment of the National Park Area
25 depends on the ongoing participation of the owners and managers
26 of the Boston Harbor Islands within the National Park Area.
27 Establishment of the National Park Area does not “diminish,
28 enlarge, or modify any right of the Commonwealth of Massachu-
29 setts or any political subdivision thereof, to exercise civil and
30 criminal jurisdiction or to carry out State laws, rules and regula-
31 tions within the National Park Area.” (Federal law, Section
32 1029(d)(2).) Words and terms used in this act, unless the context
33 clearly indicates otherwise, shall have the same meaning and be
34 interpreted consistent with the federal law to effectuate the pur-
34 poses of this act and said federal law.

1 SECTION 2. The Owners are hereby authorized, notwith-
2 standing any general or special law to the contrary, including but
3 not limited to chapter 30B, and chapter 7, sections 40F through
4 40J, of the general laws, for the purposes of management, mainte-
5 nance and operation of the Park, including the delivery of pro-
6 grams, activities and events for the educational, scientific,
7 recreation and conservation benefit of the public, to jointly exe-
8 cute and deliver instruments to lease the Park, including the nec-
9 essary equipment, vehicles, vessels and other commonwealth or
10 city owned material and resources, for consideration described in
11 Section 3 of this act, to Island Alliance, Inc., a partner on the
12 Boston Harbor Islands Partnership and charitable corporation
13 organized for the purposes of the lease hereby authorized, or to
14 another entity with similar purposes, which is to provide the
15 public with opportunities for recreation, education and other activ-
16 ities and purposes consistent and compatible with the protection,
17 preservation, use and enjoyment of the Island Park by the public,
18 and the cooperative operation by the Owners and Island Alliance,
19 Inc., of the Park within the National Park Area. Notwithstanding
20 the foregoing, the Owners shall continue their management oblig-

21 ations and responsibilities in the Park in accordance with their
22 respective mandates and this act, and shall operate and develop
23 the Park in accordance with those mandates and this act using best
24 management practices, systems and technologies. Nothing in the
25 lease hereby authorized shall interfere with the public's right to
26 access the Park without charge during the Park's operating hours.
27 Island Alliance, Inc. or another lessee may, with the Owners' prior
28 approval, enter into subleases and other agreements with private
29 or public entities for the purposes described herein, including con-
30 tracts for capital improvements to the Park, subject to applicable
31 public bidding laws and regulations, and the lease hereby autho-
32 rized, if terminated, shall allow continuation of the subleases at
33 the discretion of the Owners.

1 SECTION 3. The consideration for the lease or leases described
2 in section two shall be in the form of management, maintenance,
3 operations, improvements and programming of the Park and the
4 lessee's assumption of expenditures therefor, all as approved by
5 the Owners and carried out in accordance with the terms of a lease
6 agreement between the Owners and the lessee, with provision for
7 sustainable and self-supporting activities that advance the mission
8 and goals of the National Park Area. To support such expendi-
9 tures, the lessee may, as approved annually by the Owners under
10 the lease agreement and subject to audit, charge and collect rea-
11 sonable fees for participation in or access to programs, events,
12 equipment and services planned or provided by the lessee, and
13 may generate income and raise revenue through such means or
14 through receipt of grants, donations, gifts, services or otherwise.
15 All amounts collected by the lessee at or for the Park shall be held
16 in trust for the benefit of the public, shall not be commingled with
17 other monies held by the lessee for other purposes, and shall be
18 directed to management, improvement, maintenance, operation
19 and programming of and for the Park. Any amounts collected in
20 excess of the expenditures therefor, which expenditures may
21 include a reasonable return on investment approved in advance by
22 Owners, shall be applied to a reserve account for the benefit of the
23 Park or may be assigned to the National Park Area as approved by
24 Owners.

1 SECTION 4. The Owners are each authorized, in accordance
2 with this act, to grant a lease for a period of up to twenty years to
3 Island Alliance, Inc. or other lessee for the Park, with provisions
4 for extensions to a maximum of 99 years, and to execute and
5 deliver other related documents to implement the provisions of
6 this section and act.

1 SECTION 5. The Owners shall provide a copy of any lease or
2 leases prepared in accordance with this act to the house and senate
3 committees on ways and means, the inspector general for the
4 Commonwealth of Massachusetts, and the clerk of the City of
5 Boston. The inspector general shall review and issue his comment
6 to the committees on ways and means and to the Department of
7 Environmental Management within 30 days of receipt of the lease
8 agreement.

9 Said lease, when executed by the Owners, shall be deemed con-
10 clusively authorized hereby, provided, however, that all provisions
11 therein are consistent with the provisions of this act. The Owners
12 are hereby authorized to execute and deliver a notice of such lease
13 or leases for recording and to execute and deliver any and all
14 other agreements and instruments related to the lease or leases
15 authorized hereby as may from time to time be necessary.

16 All capital improvements on Spectacle Island now or in the
17 future constructed thereon shall, unless such improvements are
18 made by Island Alliance, Inc. or other lessee and are specifically
19 excepted by Owners, be a real property asset of the owner of the
20 land upon which the improvement was erected without regard to
21 by whom the improvements were constructed or paid; provided,
22 however, both Owners shall have joint operation and management
23 authority thereof. All such capital improvements as well as the
24 real estate interests held by the commonwealth and the city shall
25 be jointly managed by the Owners, and each is hereby specifically
26 authorized to expend funds on such management, including when
27 necessary the maintenance, operation, improvement and program-
28 ming of and for the Park without regard to the location at which
29 such activities occur on Spectacle Island. No Owner may dispose
30 of, lease or otherwise encumber any portion of Spectacle Island or
31 its improvements without the approval of the other Owner.

32 The lessee shall carry comprehensive general and public lia-
33 bility insurance, with the Owners as co-insured, protecting the
34 lessee and the Owners against personal injuries and property
35 damage occurring on the Park, and such fire and extended risk
36 insurance as deemed appropriate by the Owners.

1 SECTION 6. The Owners are hereby authorized to enter into
2 other agreements necessary to facilitate governance of the Park
3 and further define the responsibilities of the lessee and Owners.

1 SECTION 7. Nothing in this act or the lease authorized by this
2 act shall interfere with or modify the rights or responsibilities of
3 the Owners, the Massachusetts Turnpike Authority, the Massachu-
4 setts Highway Department, or any other participating party in con-
5 nection with the Central Artery/Third Harbor Tunnel Project and,
6 in particular, the landfill or landfill closure or monitoring activi-
7 ties and mitigation and permitting requirements on Spectacle
8 Island, or with any installations or equipment associated there-
9 with.